

EXHIBIT 2

**Communications sent by David Shara's
And Honey Shara's counsel in
September 2020**



Arthur Balder <arthurbalderfiles@gmail.com>

AMERICAN MIRROR 2020 //

David Fritz <dfritz@boyarskifritz.com>
To: Arthur Balder <arthur@davincifilms.us>

Sat, Sep 19, 2020 at 10:39 AM

Sorry Arthur - our client is not going to play hostage to your attempted renegotiation.

Choice 1: we prepare a new agreement as I previously outlined and our client will secure the releases as an obligation under that new agreement.

or

Choice 2: Feel free to reach out to me when you change your mind. If this is your choice, our client will not respond to you further; all communications need to go through me. Please don't escalate this matter by reaching out to either Honey or David.

All rights reserved.

David Fritz
Partner



NEW YORK | LOS ANGELES

Office: [212-920-4925 x102](tel:212-920-4925)

Mobile: [917-930-0100](tel:917-930-0100)

dfritz@boyarskifritz.com

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On Sat, Sep 19, 2020 at 10:31 AM Arthur Balder <arthur@davincifilms.us> wrote:

Hi Mr Fritz -

With all due respect, I think I followed you very well.

Your proposal has discarded itself by its own accord: After you stated that they don't have the talent releases nor rights clearances, it is absolutely impossible to agree on any distribution controlled *by them*, as you propose, because that would mean agreeing on something that it is impossible for them to *guarantee*. Any possible agreement should pass by showing *first* to me the guarantees that the film *can* be distributed in that sense: your client needs to show that he has secured those releases and clearances.

If not, we are in a completely different scenario with completely different potential consequences. Someone cannot convince another of making a business together, creating a perspective of time and dedication employed based on profits, without having the real intention of making the business happen, without securing the elemental instruments that will allow the profits to take place. And that never happened on your clients' side. Another point: The contract does mention compensation, it is compensation in kind, not just a painting, any painting. It is a painting of certain value (your client makes in writing a representation of fact on this point, stating the value was in 2016 'between 100,000\$ and 150,000\$) to be delivered on a certain date. The way things have gone here is not fair to me.

You are a deal-maker, a potentially good mediator, and I think it is obvious to you that this situation cannot be solved this way.

It is my opinion you would do a favor to your client by sitting down with him and finding a reconciliation with reality, and presenting a proposal that addresses my claims and shows respect to them, while at the same time shows a real

possibility of business to him, because the way things look like now is that he doesn't want to do any real business with the film, and also that he doesn't want to address my compensation claim.

I have many more reasons to be 'upset' and 'tired' and 'fed up' of/with the Sharas, but we'll leave all that literature out because in the end it won't take us anywhere.

On Sat, Sep 19, 2020 at 1:09 AM David Fritz <dfritz@boyarskifritz.com> wrote:

Hey Arthur - your long emails miss a couple of key points:

David's deal with you did not guarantee you any specific amount of compensation. I do know that some of the production costs went to you but since you're a professional filmmaker, you know that your deal with David was based on profits only and getting a painting. And if you were looking to profit off the painting, why did you have your wife as the subject matter of the painting (as opposed to a celebrity where the painting would have a larger market to be sold)?

The name and likeness releases have not been secured by our client; they can secure all of them in an expeditious manner - but you have to take a backseat on this project - you're a 20% profit owner (I quite frankly don't care if you wrongfully filed a copyright registration).

Therefore, if you're serious about making money with this film and using it as a work that you can showcase so that your credits build and you have additional opportunities, you need to hand over the control of the film to our client (I will prepare a replacement agreement that provides that you get your 20% of profits through the use of a CAMA run by Fintage or Freeway and our client will be in charge of the film's exploitation). Our client paid for the production expenses and without our client's written sign-off (and the releases), you simply can't exploit the film any further. If you don't want to let them run the exploitation of the film at this point, our client is prepared to let the film "die on the vine".

Unfortunately for you, you have no choices here Arthur - just trust that David's self-interest in getting the best deals and making the most money from the film is in your best interest as well.

Please confirm that I should send you a replacement agreement - thanks, David

David Fritz

Partner



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On Sat, Sep 12, 2020 at 1:50 PM Arthur Balder <arthur@davincifilms.us> wrote:

RE: AMERICAN MIRROR 2020

Dear Mr Fritz -

I am glad to deal with your clients through you, and I truly hope you could eventually help this project achieve its well-deserved goal.

As you are a professional in the industry, I am also confident you may also be familiar with standards on which my rights are based. I find it very good you'd like to help with distribution, but that must be decided in common agreement at a later date since, you being a lawyer of the other party, that would represent a conflict of interest, as you may know. Before other important but secondary aspects as to ensure a transparent distribution process for both partners are discussed, we have to tackle some more urgent questions. Our agreement shows the percentage of property, but doesn't detail governance and execution of distribution, although it establishes adamantly that nothing can be done without strict common agreement. Those terms must be agreed on by both parties one by one. I think both will agree on the transparency of distribution, because both will wish to have access to detailed information coming from distribution agents plus copies of contracts signed plus both have to agree on terms of each distribution contract, and anything else has to be agreed on. I am the copyright owner of the artistic work, and at present according to the contract owner of 20% of the film.

If you read the Agreement, it states: "The Director/Producer will inform and discuss any distribution possibilities with the Executive Producer, both being informed in due time to ensure the best performance possible of the business."

Then adds: "The Director/Producer cannot make any decision regarding distribution without contacting and getting written confirmation by the Executive Producer. Revenues have to be paid directly to the Executive Producer, being distribution contracts always under his surveillance and according to his criteria."

Nothing of that means at all that I have to place the entire distribution in his hands, nor that I have to send any assets to you, as you suggested. In fact, contract reads the contrary: that I *execute* distribution in total transparency with your client's agreement. t Da Vinci Films is the production company, and has collected Talent Releases of those invited to participate by *me*. It is paramount, and past due time, that your client shows the Talent Releases of those he invited and of those he made himself responsible for. More about that comes below orderly.

Closing the opening statement, we have two important lines to debate: one regards the contract and my compensation. The other one addresses the distribution path. I am very thankful to you for raising the question of the Chain of Title, because precisely there we are missing paramount Talent Releases your client promised to get years ago, yet never appeared.

I relied on his promise, but now I need to see them, and I request them formally to you.

CONTRACT AND COMPENSATION

I read your letter, and it doesn't address my questions.

The point here is not *if I like or dislike* the painting. The point that you circumvent and leave unaddressed is:

1. The painting should have been sent to me in May 2017. But it was sent in February 2019, being the painting signed as made in 2018 not in 2017, which shows total disregard to the terms agreed on in the contract. That is a problem, because I could have sold it before perhaps for a better price, for instance.

2. The value of the painting cannot compensate for my attachment to the project for 4 years. The painting cannot be sold now in the market for more than 20,000\$, and Phillips auctions, which should be its best market place, *rejects* to auction it because its legal department recommends not to appraise nor to auction any painting by that artist. Let's add that your client represented as a fact in writing in November 2016 that the value of that painting was 100,000-150,000\$ and kept assuring that it would grow consistently during next years. But that is not the fact.

To compensate my work for 4 years, more than 2 years beyond the date May 2017 the painting should be now sold for 250,000-300,000\$ Can your client sell the painting at that price? Yes or no?

It's a long dedication on my side, a long period of time, successfully crowned by undeniable recognition, but made in at times very toxic work conditions (especially all 2019). Why have I to go uncompensated...?

One of the reasons for the extended period of time dedicated to distribution comes from the fact that your client appointed against my advice a composer who was simply Tigran's best friend's best friend. That is not the way to choose a composer, frankly.

When it was clear in March 2017, to your client and to me, that the music of that composer should be discarded, then I chose another composer, but that brought an over extension of dedication to the film of another 8-9 months of production time for the soundtrack. That was your client's mistake, appointing a totally incompetent composer as I knew at the beginning, and it was my criterion in choosing, and my collaboration with the new composer and dedication what saved the film, put in place the right composer - and succeeded. But it took much longer for me to get that straightened.

However, the contract shows that that compensation is for my work in 2016 until May 2017. July-August 2017 was the estimated time to finish the film. My much longer than that attachment to the project and my faithful dedication bring these to facts for your clients investment advantage:

1. That the film is well done *thanks to my extended dedication*.

2. That the festival circuit has been very successful beyond any reasonable doubt *thanks to my extended dedication*. The festival circuit is a reaction to the film quality and to my work, in itself and by itself, not to any of your clients friends' promotion, since nobody did absolutely nothing, and Mr Tigran even did not grant fair promotion (something that now I celebrate).

Yet I am not duly compensated for such attachment. 427,000\$ for this kind of result, invested across 4 years, is a very, very low budget given the result and **when the film stars an Academy award winner** with epic success in the international circuit, and it is so low budget because the person who makes it possible, me, is not compensated according to industry standards. If at the end of the day the painting doesn't grow in value and also doesn't retain value, I have next to nothing. That's why I request compensation. In that case, a compensation could be obtained calculating the difference between the representations of value your client made, plus adding the over-extension of time on my side dedicated to film, and a realistic appraisal of the paintings value. The only appraisals that can be considered acceptable are those coming from independent dealers, not from your client, because he is not impartial in this: Phillips auctions appraised the same size for 30,000\$, but now doesn't grant that price now. If we deduct 20,000-30,000\$ from 250,000-300,000\$, that would be an acceptable compensation.

Your client wished to include Mr Tigran into the film, but Mr Tigran hasn't promoted the festival circuit at all. Which means that the result of the festival circuit (70+ official selections, 40+ wins, needless to enumerate or to descant of the merits of some them), is due to my great over-dedication, while Mr Tigran has taken credit for being part of it, taken advantage for his reputation and business thanks to my work while has done nothing for this film, not even signing a Talent Release. Your client failed in providing fair promotion on the side of the person he represented, the artist, who benefits at all times of my over-dedication to the project.

I am open to hear from you proposals that are directed to redress this situation.

CHAIN OF TITLE // MISSING TALENT RELEASES

Your client made himself responsible for obtaining the talent releases of the people he invited to be part of the project. I faithfully obtained the talent releases of those I invited on my side (among others, Mr Donald Kuspit, probably the most important living art critic in America), plus others of some people your client invited. Sincerely this is something that is under your clients responsibility towards the project.

Because in this business we are together, and because I sent to your client all the Talent Releases by email as they were signed (he even received by mail one signed by Mr Donadl Kuspit), now I need to see and have copy of the Talent Releases for:

-Ms Morgan Shara
 -Ms Jules Wainstein
 -Ms Hilary Rhoda
 -Mr Ryan Ross
 -Ms Melissa Wood
 -Mr Tigran Tsitotzian

It is absolutely **mandatory** to obtain all these Talent Releases asap, and I have to see them, as your client received a copy of all other talent releases obtained as they were being signed.

Another important question. Your client was the last one in contact with Ms Sarandon. What did he talk to her regarding this film and its distribution, if anything? Is there any profits agreement standing with her? I have the right to know it.

All other Talent Releases have been secured (cinematographers, music, &c) by DA VINCI FILMS. However, we have had them since a long time ago, and the question is: does your client have the others that are missing?

To fulfill this step and complete the Chain of Title your client needs to send them.

But most importantly: where is the talent release of Mr Tigran, his artworks and his son's -a minor? I requested it from him in my and your client's name at your client's request, and Mr Tigran never answered the emails nor sent it signed. I am also the owner of this film, and I am working under a perspective of well-deserved business. It is your client's responsibility to obtain this, because he always assured, let me take for granted, that Mr Tigran would grant all necessary rights sooner or later in writing. Where is it? How is it possible that we are doing Mr Tigran this enormous favor inviting him to be part of this cinematic work, while at the same time Mr Tigran doesn't sign the necessary releases for his artworks and for his image and that of his son? And how is it possible that still in September 2020 your client hasn't provided it, when it was under his sole responsibility to secure it?

-Mr Tigran also has to grant **full permission to display his artworks forever**, without limitations or provisos, and without any right to approve or modify the editing of the film in any way (**those were the terms he accepted verbally to me and your client in 2016, and I won't accept modification just because your client failed to retain a signed Talent Release in due time**).

-Full permission to show **his son's appearance, a minor**.

-The **mother of Mr Tigran's son has to sign permission** for her son's appearance.

The Talent Release attached is the one that has been signed by every single person I requested it. It is that same one the other individuals must sign, to grant the same level of rights and under the same conditions.

Since Da Vinci Films LLC is the production company, and since I hold the copyright of the film as its maker, they should grant rights to Da Vinci Films LLC. See the attached model. I request the same level of rights granted from all missing talent as those who granted the rights to me (see the attached Talent Release used for the rest of talent).

Additionally: if your client finds out that he cannot obtain certain talent releases, you must let me know immediately so that we can address it and discuss it in search of a solution. We cannot lose time at this point and we need to move forward at a regular pace.

I think this would very much help to clarify the distribution of the film, and dispel important doubts that depend entirely on your client.

Please, do not misunderstand me: I take very seriously my work, and this film represents 4 years of my life. The sooner we can clear up the dark spots the better we can get a perspective of the distribution path to choose.

All the best,
 Arthur BALDER

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On Sat, Sep 19, 2020 at 2:43 PM David Fritz <dfritz@boyarskifritz.com> wrote:
 Arthur - here are your questions in with my answers below in red:

You are telling me that your client signs with me a deal "on profits only" (as you put it) in 2016, promising he had or would get shortly the rights to make such a film about that certain artist, showing, using his artworks and his likeness, plus in the making your client invites other talent to be part of it - but he never secured talent releases nor rights clearances, isn't? You wrote: "The name and likeness releases have not been secured by our client".

Arthur, there is no remedy for you if our client does not provide the releases for this film. There is no obligation in the agreement to exploit the film. With that said, our client wants to properly exploit the film and is prepared to secure those releases if you sign a new agreement that still provides for your 20% profit participation but formalizes the agreement in a proper agreement for an independent film and an acknowledgement that they only monies owed to you are the 20% profits from the film (and the painting you already received).

Then you stated it clearly: "you know that your deal with David was based on profits only". If, as you write, my deal was based on profits only, that partner, your client, never got the clearances and releases that would have rendered the possibility of those profits 'real'. Is that right? So all this way along your client knew that the possibility of making any money out of this long dedication on my side was zero, but the contract was signed under the appearance of a real business possibility, because if not, who would have signed it as it is? Do I follow you correctly?

No, you do not follow this correctly. You started making serious claims against our client and your actions got this to a point where the Shara's are fed up with your threats and accusations. You want to make money here, you have an opportunity to work with the Shara's through me. If you don't want to comply, that's not a problem, this film will be put on a shelf and you will not make money from it.

No one is trying to alter the deal with you. You just have sufficiently upset David and Honey Shara to the point where they asked me to step in. I am a full time entertainment lawyer. I fully understand their rights and their obligations as well as your rights and obligations. Go hire a lawyer to battle this out on your behalf with me and you will have the same result. You simply have 2 choices: agree to move forward where the Shara's are in control of the distribution (subject to reasonable and customary consultation with you) or they move on and this film is not commercially released. Our client loses if they don't release the film since they paid over \$400,000 producing it; but they would rather walk away from this project than have to continue to argue with you over it.

They are absolutely being fair with you here.

David Fritz
Partner



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On Sat, Sep 19, 2020 at 8:07 AM Arthur Balder <arthur@davincifilms.us> wrote:

Hi Mr Fritz -

I wish to understand you clearly before answering your proposal.

You are telling me that your client signs with me a deal "on profits only" (as you put it) in 2016, promising he had or would get shortly the rights to make such a film about that certain artist, showing, using his artworks and his likeness, plus in the making your client invites other talent to be part of it - but he never secured talent releases nor rights clearances, isn't? You wrote: "The name and likeness releases have not been secured by our client"

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I just wish to understand you.

- with kind regards.

Arthur

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Hey Arthur - your long emails miss a couple of key points:

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The name and likeness releases have not been secured by our client; they can secure all of them in an expeditious manner - but you have to take a backseat on this project - you're a 20% profit owner (I quite frankly don't care if you wrongfully filed a copyright registration).

Therefore, if you're serious about making money with this film and using it as a work that you can showcase so that your credits build and you have additional opportunities, you need to hand over the control of the film to our client (I will prepare a replacement agreement that provides that you get your 20% of profits through the use of a CAMA run by Fintage or Freeway and our client will be in charge of the film's exploitation). Our client paid for the production expenses and without our client's written sign-off (and the releases), you simply can't exploit the film any further. If you don't want to let them run the exploitation of the film at this point, our client is prepared to let the film "die on the vine".

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- It's a long dedication on my side, a long period of time, successfully crowned by undeniable recognition, but made in at times very toxic work conditions (especially all 2019). Why have I to go uncompensated...?

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Yet I am not duly compensated for such attachment. 427,000\$ for this kind of result, invested across 4 years, is a very, very low budget given the result and ***when the film stars an Academy award winner*** with epic success in the international circuit, and it is so low budget because the person who makes it possible, me, is not compensated according to industry standards. If at the end of the day the painting doesn't grow in value and also doesn't retain value, I have next to nothing. That's why I request compensation. In that case, a compensation could be obtained calculating the difference between the representations of value your client made, plus adding the over-extension of time on my side dedicated

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-Full permission to show **his son's appearance, a minor**.

-The **mother of Mr Tigran's son has to sign permission** for her son's appearance.

The Talent Release attached is the one that has been signed by every single person I requested it. It is that same one the other individuals must sign, to grant the same level of rights and under the same conditions.

Since Da Vinci Films LLC is the production company, and since I hold the copyright of the film as its maker, they should grant rights to Da Vinci Films LLC. See the attached model. I request the same level of rights granted from all missing talent as those who granted the rights to me (see the attached Talent Release used for the rest of talent).

Additionally: if your client finds out that he cannot obtain certain talent releases, you must let me know immediately so that we can address it and discuss it in search of a solution. We cannot lose time at this point and we need to move forward at a regular pace.

I think this would very much help to clarify the distribution of the film, and dispel important doubts that depend entirely on your client.

Please, do not misunderstand me: I take very seriously my work, and this film represents 4 years of my life. The sooner we can clear up the dark spots the better we can get a perspective of the distribution path to choose.

All the best,
Arthur BALDER

